

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

**IN RE:**

**BANKRUPTCY PROCEEDING**

**KENNETH LEE SIMMONS  
MARY ALLISON SIMMONS**

**CASE NUMBER: 12-00937 EE**

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**ORDER APPROVING APPLICATION OF EMPLOYMENT  
OF REALTOR AND REAL ESTATE COMMISSION**

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THIS MATTER comes before the Court upon Trustee's Application for Approval of Employment of Realtor and Real Estate Commission (Docket No. 34) and Limited Objection filed by Bank of America, N.A. (Docket No. 36). The Court finds that the parties have resolved the matter. The parties have agreed as follows:

1.

The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334 and 28 U.S.C. §157.

2.

On March 15, 2012, Kenneth Lee Simmons and Mary Allison Simmons ("Debtors") filed their petition under Chapter 7 of the United States Bankruptcy Code before the United States Bankruptcy Court for the Southern District of Mississippi. Derek A. Henderson has been appointed the Chapter 7 Trustee ("Trustee").

3.

Prior to the filing of the bankruptcy petition, the Debtor owned a residence located at 3426 Old Canton Road, Jackson, Hinds County, Mississippi 39216.

4.

In order to facilitate successful liquidation under this proceeding, it is necessary for the Trustee to employ Kennedy & Co. Real Estate, Inc. on behalf of the estate as a realtor for the sale of the real property located 3426 Old Canton Road, Jackson, Hinds County, Mississippi 39216.

5.

Applicant desires to employ Kennedy & Co. Real Estate, Inc. for the performance of said

duties. Kennedy & Co. Real Estate, Inc., whose office is located at 120 West Jackson Street, Suite C, Ridgeland, Mississippi 39157, is fully competent to advise the Trustee and the bankruptcy estate on all matters which are anticipated to arise in the functioning of this proceeding and to protect and preserve all rights of Applicant and parties in interest.

6.

The Trustee seeks approval of the employment of Kennedy & Co. Real Estate, Inc. for the purpose of marketing and assisting in the sale of the real property located 3426 Old Canton Road, Jackson, Hinds County, Mississippi 39216. Kennedy & Co. Real Estate, Inc. shall be compensated on a total commission of five percent (5%) of the sales proceeds. A copy of the Listing Agreement is attached as Exhibit "A" and incorporated by reference.

7.

Kennedy & Co. Real Estate, Inc. represents no interest adverse to the Trustee or the estate in matters upon which they are to be engaged and the employment of said broker would be in the best interest of the estate. Other than set forth in the attached Affidavit, to the best of Applicant's knowledge, Kennedy & Co. Real Estate, Inc. has no connection with the creditors herein or any party in interest or their respective attorneys and accountants which are prohibited, which would interfere with or hinder the faithful performance of their duties herein, or which need to be described herein.

8.

To the best of Applicant's knowledge, Kennedy & Co. Real Estate, Inc. has no connection with the United States Trustee or any persons employed by the Office of the United States Trustee which are prohibited, which would interfere with or hinder the faithful performance of their duties herein, or which need to be described herein.

9.

On January 8, 2013, the Trustee filed his Application for Approval of Employment of Realtor and Real Estate Commission. After notice to creditors and parties-in-interest, a Limited Objection was filed by Bank of America, N.A. (Docket No. 36). The Objection has been resolved.

THEREFORE, IT IS ORDERED that the Trustee's Application for Approval of Employment of Realtor and Real Estate Commission is well taken and is hereby approved. The Listing Agreement attached as Exhibit "A" is approved and the Trustee is authorized to employ Kennedy & Co. Real Estate, Inc. pursuant to the terms of the listing Agreement.

IT IS FURTHER ORDERED that in the event of a proposed sale of the real property, the Trustee shall file the appropriate motion and notice as requested by the provisions of the United States Bankruptcy Code. Bank of America, N.A. specifically reserves its right to object to a sale of property by the Trustee. With this clarification, Bank of America, N.A.'s Objection is withdrawn.

SO ORDERED.



Edward Ellington  
United States Bankruptcy Judge

Dated: February 15, 2013

Approved by:



Derek A. Henderson, MSB #2260  
Trustee and Attorney for Trustee  
1765-A Lelia Drive, Suite 103  
Jackson, MS 39216  
(601) 948-3167  
[derek@derekhendersonlaw.com](mailto:derek@derekhendersonlaw.com)

s/Donald Alan Windham, Jr.

Donald Alan Windham, Jr., MSB #100909  
Attorney for Bank of America, N.A.  
Balch & Bingham, LLP  
PO Box 22587  
Jackson, MS 39225  
(601) 965-8178  
[awindham@balch.com](mailto:awindham@balch.com)



**EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL  
MULTIPLE LISTING AUTHORIZATION**



**This is intended to be a legally binding agreement - READ IT CAREFULLY**

1. **EXCLUSIVE RIGHT TO SELL:** I hereby employ and grant Kennedy + Co. Real Estate, Inc. hereinafter called "Broker", the exclusive and irrevocable right commencing on 2003, and expiring at midnight on 2003, to sell or exchange the real property situated in the City of Jackson, County of Hinds, Mississippi, described as follows:

2. **TERMS OF SALE:** The purchase price shall be (\$ \_\_\_\_\_), and on the following terms or upon any other price and terms acceptable to me \_\_\_\_\_.

**3. MULTIPLE LISTING SERVICE (MLS):** Broker is a Participant of the Jackson Association of REALTORS® Multiple Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants. The Broker is authorized to cooperate with other licensed Brokers to sell this property and to share the commission resulting from the sale with the selling broker on a basis solely determined by the Listing Broker and to report the sale, including the price, terms and financing for the publication, dissemination, information and use by authorized Association members, MLS Participants and Subscribers.

4. **COMPENSATION:** Owner hereby agrees to compensate Broker, irrespective of agency relationship(s) as follows:

(a) 5 percent of the selling price or \$           , (i) if the property is sold during the term hereof, or any extension thereof, on the terms herein set forth or any other price and terms Owner may accept or through any other person, or by me, or (ii) 5 percent of the listing price or \$           , if said property is withdrawn from sale, transferred, conveyed, leased or rented without the consent of Broker, or made unmarketable by Owner's voluntary act during the term hereof or any other extension thereof.

(1b) The compensation provided for in subparagraph (a) above if property is sold, conveyed, or otherwise transferred within 190 days after the termination of this authority or any extension thereof to anyone to whom this property was shown provided Owner has received notice in writing, including the names of the prospective purchasers, before or upon termination of this agreement or any extension thereof.

(c) Owner shall not be obligated to pay the compensation provided for in subparagraph (a) if a valid listing agreement is entered into during the term of said protection period with another licensed real estate broker and a sale, lease or exchange of the property is made during the term of said valid listing agreement.

5. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf a deposit on the account of the purchase price. In the event a deposit is forfeited, one-half the same shall be retained by or paid to the Broker, as his compensation, and one-half paid to owner, provided that the Broker's portion of any such forfeited deposit shall not exceed the amount of the above named commission.

6. **LOCKBOX:** Owner authorizes Broker to install a LOCKBOX. A lockbox designed as a repository of a key to the above premises will permit access to the interior of the premises by Participants of the Multiple Listing Service (MLS) and their authorized licensees. If property is not owner occupied, owner shall be responsible for obtaining occupant's written permission for use of the lockbox. Neither listing nor selling broker, MLS or Association of REALTORS is an insurer against theft, loss, vandalism or damage attributed to the use of lockbox.

7. SIGN: Owner authorizes installation of a SALE/SOLD sign on the property. YES 1 / 1 NO 0 / 0

8. The Listing Broker is hereby authorized as an MLS Participant to:

- Listing Broker is hereby authorized to act as the Listing Agent for:
- Offer other licensed Brokers Subagency and Compensation. ☒ YES ☐ NO
  - Offer other licensed Brokers cooperation and compensation but not subagency. ☒ YES ☐ NO
  - Participate in and offer disclosed Dual Agency and Compensation. ☒ YES ☐ NO
  - Market my home through all available media (internet, print, television, etc.). ☒ YES ☐ NO

9. **HOLD HARMLESS:** Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by owner, or from any material fact known by owner which owner fails to disclose. It is acknowledged and understood by the Owner that this information may be made available to other parties.

**10. EQUAL HOUSING OPPORTUNITY:** This property is offered in compliance with federal, state, and local anti-discrimination laws.

**11. ATTORNEY'S FEES:** In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

12. **ENTIRE AGREEMENT:** Owner acknowledges that he has read and understands this agreement, and has received a copy, and further agrees that he is the owner of this property.

Owner gives authority to Lender listed below to submit any information required by the undersigned Broker concerning said property.

LENDER: \_\_\_\_\_ LOAN # \_\_\_\_\_

RECEIPT OF A COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED.  
DATED THIS 15 DAY OF January, 2013.

**Seller:** \_\_\_\_\_ **Social Security #:** \_\_\_\_\_

**Seller:** \_\_\_\_\_ **Social Security #:** \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

COMPANY: Kennedy + Co. Real Estate, Inc.

COMPANY: W. W. Sennels  
 Broker: Wanita Sennels Salesperson: \_\_\_\_\_

Address: PO Box 1546 3013

City: Pidgeon State: MI Date:                      2013

**Exhibit 72: 1-93**

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91116 - 642-154 56327

WILCOX, DUNN & CO.,

**مراجعة**

**EXHIBIT**

A



**WORKING WITH A  
REAL ESTATE BROKER**

**\*\*THIS IS NOT A LEGALLY BINDING CONTRACT\*\***

**GENERAL**

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Although real estate licensees are required to disclose to which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgment that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 22(35)(c) of the Alca Code, "but will, purchase, exchange, rent, lease, mortgage, or acquire any real estate, or the improvements thereon including options."

**SELLER'S AGENT**

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

- \* The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence to the Seller;
- \* A duty of honesty and fair dealing;
- \* A duty to disclose all facts known to the Seller's agent materially affecting the value of the property, which are not known to or readily ascertainable by the parties in a transaction.

**BUYER'S AGENT**

A buyer can enter into an agreement with an agent to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants to be represented by a broker in purchasing a property, the Buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations to the Buyer:

- \* The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence to the Buyer and Buyer;
- \* A duty of honesty and fair dealing.

**DISCLOSED DUAL AGENT**

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer and a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A Disclosed Dual Agent may not disclose:

- (a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller;
- (b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer;
- (c) The existence of any party for selling, buying or leasing a property, unless otherwise instructed in writing by the respective party, or
- (d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

**IMPORTANT NOTICE**

"Dual agent" shall mean that party who represents in a real estate transaction. It may be the buyer, seller, landlord or tenant.

A Buyer may decide to work with a firm that is acting as agent for the Seller (a Seller's Agent or subagent). If a Buyer does so, he enters into a Buyer's Agency Agreement with the firm that shows him property, that firm and its agents may show the Buyer properties as an agent or subagent on behalf of the Seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours. As they cannot give you legal or financial advice, they will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep in mind that you are not obligated to accept the Seller's agent's recommendation for the price you are willing to pay, other terms you are willing to accept, and your motivation for buying. The Seller's agent is required to tell all such information to the Seller. You should not let the Seller's agent do anything you do not want the Seller to know. If you desire, you may obtain representation of an attorney or another real estate agent, or both.

**THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGMENT OF DISCLOSURE**

The below named licensee has informed me that brokerage services are being provided me as a:

<input checked="" type="checkbox"/> Client (Seller's or Buyer's Agent)	<input type="checkbox"/> Consultant (Not an Agent)
<input type="checkbox"/> Agent (Buyer's or Seller's Agent)	
<input type="checkbox"/> Agent (Disclosed Dual Agent)	

I, the undersigned, acknowledge that I received two separate and explanatory forms with the disclosure of confidential information, which might affect the buyer's position in a real estate transaction involving me.

1-4-2013

(Client)		(Date)
(Agent)	Kimberly + Co.	(License)
(Agent)	(Company)	(License)

**Real Estate**

**LICENSEE:** Provide a copy of disclosure acknowledgment to all parties and retain signed original for your files.

**INFORMATIONAL STATEMENT FOR MISSISSIPPI PROPERTY CONDITION  
DISCLOSURE STATEMENT (EFFECTIVE JULY 1, 2008)**

In accordance with Sections 89-1-501 through 89-1-527 of the Mississippi Code of 1954, as amended, effective July 1, 2008, a TRANSFEROR of real property consisting of not less than one (1) nor more than four (4) dwelling units shall provide a Property Condition Disclosure Statement when the transfer is by, or with the aid of, a duly licensed real estate broker or salesperson. The required Property Condition Disclosure Statement shall be in the form promulgated by the Mississippi Real Estate Commission (MREC) or on another form that contains the identical information. The MREC Form may be found at [www.mrec.ms.gov](http://www.mrec.ms.gov)

**RIGHTS OF PURCHASER AND CONSEQUENCES FOR FAILURE TO DISCLOSE**

If the Property Condition Disclosure Statement is delivered after the Transferee has made an offer, the transferee may terminate any resulting real estate contract or withdraw any offer for a time period of three (3) days after the delivery in person or five (5) days after the delivery by deposit in mail. This termination or withdrawal will always be without penalty to the Transferee and any deposit or earnest money must be promptly returned to the prospective purchaser (despite any agreement to the contrary).

**DUTY OF LICENSEE AND CONSEQUENCES OF FAILURE TO FULFILL SUCH DUTIES**

The Mississippi Statute requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Condition Disclosure Statement. The failure of any licensee to inform their client of the clients' responsibilities could subject the licensee (salesperson and broker) to censure, suspension, or revocation of their respective real estate licenses. The licensee is not liable for any error, inaccuracy or omission in a Property Condition Disclosure Statement unless the licensee has actual knowledge of the error, inaccuracy or omission by the Transferee.

**IMPORTANT PROVISIONS OF THE LAW**

- \*\*The Property Condition Disclosure Statement should not be considered a warranty by the Transferee.
- \*\*The Property Condition Disclosure Statement is NOT intended to become a part of any contract between the Transferee(s) and the Transferee(s) and it is for "disclosure" purposes only.
- \*\*The Property Condition Disclosure Statement may not be used as a substitute for an inspection by a licensed home inspector or for other home warranties that the Transferee or Transferee may obtain.
- \*\*Any Appliances or Items deemed to be Personal Property should be negotiated by the Seller and the Buyer in the Contract for the Purchase and Sale of Real Estate and all ownership rights should be transferred by a Bill of Sale or other appropriate contractual instrument. This Property Condition Disclosure Statement is not part of the Contract of Sale.
- \*\*Nothing in this law precludes the rights and duties of the Transferee to inspect the property.

**EXEMPTIONS**

Section 89-1-501 (2) "a through e" stipulates specific exemptions from the requirement of providing a Property Condition Disclosure Statement by the Transferor of residential property. They include:

- \*\*Transfers pursuant to a court order, a writ of execution, a foreclosure sale, a bankruptcy, an eminent domain proceeding, transfers from a decree for specific performance, transfers by a mortgagee who is in default, any sale pursuant to a decree of foreclosure or by means of a deed in lieu of foreclosure, transfers by the administration of a decedent's estate, a guardianship, a conservatorship or a trust.
- \*\*Transfers from one co-owner to another, transfers from one spouse to another, transfers to a person in the direct line of consanguinity, transfers to or from governmental entities or transfers on which no dwelling is located.

If the Transferor has NOT OCCUPIED the dwelling but, during the period of ownership, the Transferor has requested or authorized any repairs, replaced any of the mechanical equipment, has initiated any action or activity which could be documented on the Disclosure Statement or has actual knowledge of information which might impact a transferee's decision to purchase the residence, Transferors are obligated to complete those specific portions of the Disclosure Statement which are applicable to that information.

The Transferee is REQUIRED to sign the Disclosure Statement when the transaction is finalized to confirm that there have been no material changes to the property.

**CONFIRMATION OF UNDERSTANDING**

_____ SELLER (UPON LISTING)	_____ DATE	_____ BUYER (BEFORE OFFER)	_____ DATE
_____ SELLER (UPON LISTING)	_____ DATE	_____ BUYER (BEFORE OFFER)	_____ DATE
_____ REPRESENTING THE SELLER(S)		_____ REPRESENTING THE BUYER(S)	

### PROPERTY CONDITION DISCLOSURE STATEMENT

The following is a Property Condition Disclosure required by Sections 39-1-507 through 39-1-527 of the Mississippi Real Estate Brokers Act of 1914, as amended, and made by the SELLER(S) concerning the condition of the RESIDENTIAL PROPERTY located at 3436 Old Canton Road Jackson, MS

SELLER(S): \_\_\_\_\_ Approximate Age of the Residence \_\_\_\_\_

This disclosure is not a warranty of any kind by the Seller or any Real Estate Agent of the Seller in this transaction and is not a substitute for any inspection or warranties the Purchaser may wish to obtain. This statement may be made available to other parties and is to be attached to the Listing Agreement and signed by the SELLER(S).

TO THE SELLER(S): Please complete the following form, including any past history of problems, if known. If the condition or question does not apply to your property, mark with "N/A".

IF THE RESIDENCE IS NEW/PROPOSED RESIDENTIAL CONSTRUCTION, the BUILDER should complete the Property Condition Disclosure Statement and reference specific plans/specifications, materials lists and/or change orders.

**DO NOT LEAVE ANY BLANK SPACES. ATTACH ADDITIONAL PAGES IF NECESSARY. THIS FORM MAY BE DUPLICATED BUT NOT ALTERED**

#### STRUCTURAL ITEMS:

- A. BUILDING CODE:**  
Was the residence built in conformity with an approved building code? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
If yes, was it inspected by a City/County Code Enforcement Inspector? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
Has a Mississippi Licensed Home Inspector completed a Home Inspection Report? Yes \_\_\_\_\_ No \_\_\_\_\_
- B. STRUCTURAL ITEMS:**  
Are you aware of any foundation repairs made in the past? Yes \_\_\_\_\_ No \_\_\_\_\_ Explain \_\_\_\_\_  
Are any foundation repairs currently needed? Yes \_\_\_\_\_ No \_\_\_\_\_ Explain \_\_\_\_\_
- C. HISTORY OF INFESTATION, IF ANY: TERMITES, CARPENTER ANTS, ETC:**  
Any evidence of termites, rodents, insects, carpenter ants, or other infestation? Yes \_\_\_\_\_ No \_\_\_\_\_  
Have you requested treatment for any type of infestation? Yes \_\_\_\_\_ No \_\_\_\_\_ Explain \_\_\_\_\_  
Are you aware of any repeated damage? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe \_\_\_\_\_  
Is there currently an outstanding termite contract? Yes \_\_\_\_\_ No \_\_\_\_\_ Who is the contractor? \_\_\_\_\_
- D. ROOF:**  
Has the roof been replaced or repaired during your ownership? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, when? \_\_\_\_\_  
During your ownership have there been any leaks, water back ups, or problems with the roof? Yes \_\_\_\_\_ No \_\_\_\_\_  
The roof is \_\_\_\_\_ years old.
- E. LAND AND SITE DATA:**  
Is there an engineer's survey available? Yes \_\_\_\_\_ No \_\_\_\_\_ Date the survey was completed \_\_\_\_\_  
Are you aware of the existence of any of the following, to wit:  
Encroachments Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ Flood Zone Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
Easements Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ Soil Erosion Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
Soil Problems Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ Subsided Problems Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
Standing Water Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ Land Fill Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_
- Are you aware of any current zoning regulations which will cause the residence to be considered a nonconforming usage (lot size, set backs, etc)? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please explain \_\_\_\_\_  
Are there any rights-of-way, easements, eminent domain proceedings or similar matters which may negatively impact your ownership interest in the residence? Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please explain \_\_\_\_\_
- FOR ANY REASON**, has any portion of the residence ever suffered water damage? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail \_\_\_\_\_  
Is the residence currently located in a FEMA Designated Flood Hazard Zone? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ Is Flood Insurance required? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
Is any portion of the property designated as a WETLANDS AREA? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_
- F. ADDITIONS/REMODELS:**  
During your period of ownership, have there been any additions, remodeling, structural changes or alterations to the residence? Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please explain \_\_\_\_\_  
Name of the Licensed Contractor \_\_\_\_\_ Were all work permits and approvals in compliance with the local building codes? Yes \_\_\_\_\_ No \_\_\_\_\_ Please Explain \_\_\_\_\_
- G. STRUCTURE WALLS/ WINDOWS:**  
Has there been any damage to the structure as a result of fire, windstorm, tornado, hurricane or any other natural disaster? Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please explain \_\_\_\_\_  
Have you ever experienced ANY problems with walls, siding or windows? Yes \_\_\_\_\_ No \_\_\_\_\_ Explain \_\_\_\_\_
- H. OTHER:**  
Are you aware of any problems which may exist with the property by virtue of past usages such as, but not limited to, Methamphetamine Lab, Hazardous Waste disposal, the presence of asbestos components, Lead-Based Paint, Urea-Formaldehyde Insulation, Mold, Radon Gas, Underground Tanks or any past industrial uses of the premises? Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please explain \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_ Page 2 of 3 PURCHASER'S INITIALS \_\_\_\_\_

**MECHANICAL ITEMS:**

**ELECTRICAL SYSTEM/PLUMBING SYSTEM:**

Are you aware of any problems or conditions that affect the desirability or functionality of the Heating, Cooling, Electrical, Plumbing, or Mechanical Systems? Yes ☐ No ☐ If yes, please explain all known problems in complete detail \_\_\_\_\_

**WATER, SEWER, & SEPTIC ITEMS:**

**WATER:**

The water supply is Public ☐ Private ☐ On-site Well ☐ Neighbor's Well ☐ Community ☐  
 If your drinking water is from a well, when was the water quality last checked for safety, what were the results of the test and who conducted the test? \_\_\_\_\_  
 Is the water supply equipped with a water softener? Yes ☐ No ☐ Unknown ☐  
 The Sewage System is Public ☐ Private ☐ Septic ☐ Cesspool ☐ Treatment Plant ☐ Other ☐  
 Is there a sewage pump installed? Yes ☐ No ☐ Date of the last Septic Inspection \_\_\_\_\_  
 Are you aware of any leaks, back-ups, or other problems relating to any of the plumbing, water, sewage, or related items during your ownership? Yes ☐ No ☐ If yes, please explain \_\_\_\_\_

**OTHER MATTERS/ITEMS:**

**MISCELLANEOUS:**

Is the residence situated on Leasehold or Sixteenth Section land? Yes ☐ No ☐ Explain \_\_\_\_\_  
 Is there any existing or threatened legal action affecting the property? Yes ☐ No ☐ Explain \_\_\_\_\_  
 Are you aware of any violations of local state federal law regulations relating to the property? Yes ☐ No ☐  
 Are you aware of any hidden defects or needed repairs about which the purchaser should be informed PRIOR to their purchase? Yes ☐ No ☐ If yes, please explain in detail \_\_\_\_\_  
 What is the APPROXIMATE SQUARE FOOTAGE of the Heated and Cooled Living Area \_\_\_\_\_  
 How was this approximation of square footage determined? \_\_\_\_\_  
 Are there any finished wood floors beneath the floor coverings? Yes ☐ No ☐ Where \_\_\_\_\_  
 Are there any Homeowner's Association Fees associated with ownership? Yes ☐ No ☐ Amount \_\_\_\_\_  
 If the property is a Condominium, how much is the YEARLY Maintenance Fee? \$ \_\_\_\_\_  
 What is the YEARLY Real Estate Tax Bill? \$ \_\_\_\_\_ Homestead Exemption has been filed for \_\_\_\_\_  
 Is the property subject to ANY special real property tax assessments? Yes ☐ No ☐ Explain \_\_\_\_\_  
 Is the property located in a Public Improvement (tax) District (PID)? Yes ☐ No ☐ Unknown ☐  
 What is the average YEARLY Electric Bill? \$ \_\_\_\_\_ What is the average YEARLY Gas Bill? \$ \_\_\_\_\_  
 If the residence is serviced by Propane (LPG) Gas, what is the average YEARLY Propane Bill? \$ \_\_\_\_\_  
 The Propane Tank is: Owned ☐ Leased ☐ If Leased, how much is the lease payment? \$ \_\_\_\_\_  
 Is Cable Television Service available at the time? Yes ☐ No ☐ Service Provider \_\_\_\_\_  
 Are any items remaining with the residence financed separately from the mortgages? Yes ☐ No ☐

**APPLIANCES/SYSTEMS REMAINING WITH RESIDENCE:**

ITEM	YES	NO	GAS/ELECTRIC	AGE	LIST REPAIRS COMPLETED IN LAST TWO (2) YEARS
Cooling					
Dishwasher					
Garbage Disposal					
Ice-maker					
Micro-wave					
Oven(s)					
Trash Compactor					
Vent-Fan					
Other Items					

**MECHANICAL EQUIPMENT CONSIDERED PERSONAL PROPERTY SHOULD BE NEGOTIATED IN THE CONTRACT OF SALE OR OTHER SUCH INSTRUMENT IF THE ITEMS REMAIN WITH THE RESIDENCE.**

To the extent of the Seller's knowledge as a property owner, the Seller(s) acknowledges that the information contained above is true and accurate for those areas of the property listed. The owner(s) agree to save and hold the Broker harmless from all claims, disputes, litigation and/or judgments arising from any incorrect information supplied by the owner(s) or from any material fact known by the owner(s) which owner(s) fail to disclose except the Broker is not held harmless to the owner(s) in claims, disputes, litigation, or judgments arising from conditions of which the Broker had actual knowledge.

SELLER (UPON LISTING) \_\_\_\_\_ DATE \_\_\_\_\_ SELLER (UPON LISTING) \_\_\_\_\_ DATE \_\_\_\_\_

SELLER (AT CLOSING) \_\_\_\_\_ DATE \_\_\_\_\_ SELLER (AT CLOSING) \_\_\_\_\_ DATE \_\_\_\_\_

PROSPECTIVE PURCHASER'S SIGNATURE \_\_\_\_\_ PURCHASER(S) ACKNOWLEDGE RECEIPT OF REPORT \_\_\_\_\_ DATE \_\_\_\_\_